

Counsel Listed on Signature Page

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SILICON IMAGE, INC., a Delaware
corporation,

Plaintiff,

v.

ANALOGIX SEMICONDUCTOR, INC.,
a Delaware corporation,

Defendant.

Case No. C 07-00635 JCS

**STIPULATED ~~PROPOSED~~
PROTECTIVE ORDER**

To facilitate discovery and, pursuant to Federal Rule of Civil Procedure 26(c), to protect the confidentiality of and rights to information and documents disclosed in connection with this litigation, the parties hereby stipulate to the following:

1. ***Applicability of This Protective Order.*** All information, things, and documents filed with the Court or produced by any party or non-party in discovery in this action shall be governed by this Protective Order.

2. ***Use of Information Produced Pursuant to This Order.*** Information and material produced or exchanged in discovery in this case and designated by a party or non-party as “Confidential” or “Confidential – Outside Attorneys’ Eyes Only” pursuant to the terms of this Protective Order (hereafter, “Confidential Material”) shall not be made available to any person or entity except as authorized under this Protective Order. Confidential Material shall be used, by

the party or parties to whom the information is produced, solely for the purpose of litigating the above-captioned action, and not for any business, competitive or other purpose. Unless otherwise provided in this Protective Order, agreed in writing by the producing party or so ordered by a court, such information and material shall not either (1) be disclosed to any other person or entity or (2) be used or disclosed for any other use or purpose. For purposes of this Protective Order, the party or non-party designating information or material as Confidential Material is defined as the “Designating Party.” Nothing contained in this Protective Order shall affect the right of a Designating Party to disclose or use its own Confidential Material for any purpose. Nothing in this Protective Order shall limit or bar any attorney from rendering advise or counsel to his or her client with respect to this litigation or, in the connection with rendering such advise or counsel, from conveying such attorney’s evaluation or assessment of Confidential Material, provided that, such conveyance, advise, or counsel does not disclose the contents of any Confidential Material produced by another party herein, which disclosure would be contrary to the terms of this Protective Order.

3. ***Designation of Confidential Materials.*** A party or non-party may designate Confidential Materials with one of the following Confidential Designations:

(a) ***Confidential Information Designation.*** A party or non-party may designate as “Confidential” any document, material, item, deposition testimony, or information that is filed with the Court or produced in discovery in this action and is or contains confidential technical, research, development, proprietary, financial, or commercial information of the Designating Party, or personal information or information furnished to the Designating Party in confidence by any third-party.

(b) ***Confidential – Outside Attorneys’ Eyes Only Designation.*** A party or non-party may designate as “Confidential – Outside Attorneys’ Eyes Only” any document, material, item, deposition testimony, or information that is filed with the Court or produced in discovery in this action and is or contains highly confidential financial, commercial, proprietary, marketing, research, development, or technical information (including but not limited to source code, register maps and detailed nonpublic financial information) of the Designating Party (or of

1 a third-party and in the possession of the Designating Party), the disclosure of which, to persons
2 other than those described in paragraphs 7(a), 7(b), 7(c), 7(d), 7(e), 7(g) or 7(h) below, the
3 Designating Party in good faith believes would be of value to a competitor or potential competitor
4 of the party or nonparty holding the proprietary rights thereto.

5 4. ***Patenting and Patent Protected Persons***

6 (a) "Patenting" shall mean and include:

7 (i) preparing and/or prosecuting any patent application (or portion
8 thereof), whether design or utility, and either in the United States or abroad (and including
9 applications filed under the Patent Cooperation Treaty) relating to "Confidential – Outside
10 Attorneys' Eyes Only" Confidential Material received in this litigation that relates to the field of
11 architecture and semiconductor implementations for storage, distribution and presentation of
12 high-definition content;

13 (ii) preparing patent claim(s) relating to "Confidential – Outside
14 Attorneys' Eyes Only" Confidential Material received in this litigation that relates to the field as
15 defined in (i) above;

16 (iii) providing advice, counsel or suggestion regarding, or in any other
17 way influencing, claim scope and/or language, embodiment(s) for claim coverage, claim(s) for
18 prosecution, or products or processes for coverage by claim(s) relating to "Confidential – Outside
19 Attorneys' Eyes Only" Confidential Material received in this litigation that relates to the field as
20 defined in (i) above; and

21 (iv) assisting, consulting with, supervising, and/or providing counsel to
22 anyone in connection with doing any of the foregoing.

23 (b) The "Patent Protected Persons" for a party shall mean and include any and
24 all persons involved, either directly or indirectly, with Patenting any application where any right,
25 title or interest in the application are owned by such party and/or there exists an obligation to
26 transfer rights in the application to the party, and includes, but is not limited to, any person who is
27 an inventor for any party of any method, apparatus or other invention that is or is anticipated to be
28 the subject of a patent or application therefor. Patent Protected Persons specifically includes, but

1 is not limited to, all individuals associated with the filing or prosecution of the patent application
2 within the meaning of 37 C.F.R. 1.56. "Party" as used herein shall include affiliates, parents,
3 subsidiaries, and other entities which are under common ownership and control.

4 5. ***Designating and Marking Confidential Material.*** Confidential Material shall be
5 designated and marked as follows:

6 (a) A document is to be designated as Confidential Material by stamping or
7 writing on it one of the following legends, or an equivalent thereof: "Confidential" or
8 "Confidential – Outside Attorneys' Eyes Only." Whichever legend is used shall be placed on the
9 first page of the document and on each page that the Designating Party claims to contain
10 Confidential Material.

11 (b) A physical device is to be designated as Confidential Material by stamping
12 or writing on it or on the packaging enclosing it one of the legends specified in subsection 5(a)
13 above.

14 (c) Information or material produced digitally, *e.g.*, on a magnetic or optical
15 medium or by network communication, is to be designated as Confidential Material by marking
16 the medium, container or communication with one of the legends specified in subsection 5(a)
17 above. If any person or entity who receives such a designated medium prints or otherwise
18 transfers to another medium any of the information, any resulting document or other medium
19 shall be marked by that person or entity as Confidential Material in accordance with
20 subsection 5(a) above or this subsection 5(b).

21 (d) A physical exhibit, including but not limited to any electronic file or
22 document printed for use at a deposition, in a court proceeding, or for provision to a qualified
23 expert, is to be designated as Confidential Material by affixing to it a label with one of the
24 legends specified in subsection 5(a) above.

25 (e) A discovery response is to be designated as Confidential Material by
26 placing, on the first page of the set of responses and on each page that contains information that
27 the Designating Party claims to be Confidential Material, one of the legends specified in
28 subsection 5(a) above.

(f) Portions or the entirety of a deposition transcript (including exhibits) are to be designated as Confidential Material (1) by making a statement to that effect on the record, during the deposition, or (2) by sending to all other parties, the court reporter for the deposition, and all other persons known to the Designating Party to have received a copy of the deposition transcript, on or before ten (10) business days after counsel for the Designating Party receives the final deposition transcript, a letter or other written notice designating the portions or entirety of the transcript with a Confidential Designation. The letter or other notice shall cite this Protective Order, identify the appropriate level of confidentiality, and, if available, identify the pages and lines, and/or exhibits, to be Confidential Material. Each copy of the transcript, and portions thereof, so designated shall be marked, by the person receiving the letter or other notice, with the legend specified in subparagraph 5(a) above indicating the level of confidentiality claimed by the Designating Party and shall be governed by the terms of this Protective Order. Unless the parties agree differently, the entire transcript shall be treated as containing Confidential – Outside Attorneys’ Eyes Only Material until ten (10) business days after counsel for the Designating Party receives the final deposition transcript, at which point the transcript will no longer be treated as confidential unless a Designating Party has designated in writing the portions or entirety of the transcript as “Confidential” or “Confidential – Outside Attorneys’ Eyes Only.”

If a deposition or portion thereof is designated on the record, during the deposition, with one of the Confidential Designations, the deposition shall continue in the absence of all persons to whom access to Confidential Material is not permitted under this Protective Order. The court reporter or videographer shall separately bind any portion of the transcript of the deposition or hearing that has been designated to contain Confidential Material. Copies of the separately bound portions of the transcript containing Confidential Material may be provided only to persons permitted by the provisions of this Protective Order to receive such Confidential Material. When any such separately bound portion of the transcript is provided by the court reporter or videographer, it shall be provided in a separate, sealed envelope.

6. ***Inadvertent Misdesignation.*** A Designating Party that inadvertently fails to mark an item with one of the Confidential Designations or marks an item with an incorrect designation

of confidentiality at the time of the production shall have 15 days after learning of the inadvertent failure or mistake to correct its failure or mistake. The correction shall be made in writing and shall be accompanied by substitute copies of each item, appropriately marked as Confidential Material. Within five days of receipt of the substitute copies, the receiving party shall return or destroy the previously unmarked, or incorrectly marked, items and all copies thereof and confirm in writing to the Designating Party such return or destruction.

7. ***Disclosure of Information Designated Confidential.*** Documents, materials, items, testimony or information designated Confidential pursuant to this Protective Order, or copies or extracts therefrom, and compilations and summaries thereof, and the information therein, may be given, shown, made available to or communicated in any way only to the following persons, provided that (1) such persons are not Patent Protected Persons for the receiving party, and (2) such persons, during the pendency of this litigation and for two years after the conclusion thereof, including any appeals, do not participate in any Patenting:

(a) Retained outside counsel of record to any party to this litigation, and employees, contractors, or vendors of such outside counsel (or such counsel's law firm) who work under the supervision of, and support such counsel, and have no financial interest in the outcome of the case;

(b) Independent consultants or expert witnesses performing services in connection with the prosecution or defense of this litigation, provided that each such person is not a member, officer, director, or employee of or for the receiving party or any other party that is a competitor of the producing party, and provided that each such person:

(i) executes a copy of the Certification attached to this Order as Exhibit A;

(ii) has been previously approved pursuant to the procedure in paragraph 11(a), below;

(iii) is not presently engaged in Patenting and shall not engage in any Patenting during the pendency of this litigation, including any appeals therefrom, and for a period of two years thereafter.

1 (c) Deposition witnesses, where at least one of the following conditions
2 applies:

3 (i) The witness is/was an employee of the Designating Party when the
4 disclosure is made or at the time Confidential Material was created;

5 (ii) the attorney taking the deposition and showing the witness the
6 Confidential Material represents the Designating Party;

7 (iii) the witness's name appears on the Confidential Material as a person
8 who has previously seen or received the Confidential Material, or it is otherwise established that
9 the witness has previously seen, received, or had access to the Confidential Material or knows the
10 information contained within it;

11 (iv) the Designating Party has consented on the record of the deposition
12 or in writing prior to the deposition to the showing of the Confidential Material to the witness; or

13 (d) The Court in this proceeding, Court personnel, and Court reporters;

14 (e) Litigation support services, including independent document copiers,
15 graphic artists and jury consultants who have an obligation to keep such information confidential;

16 (f) Any named party to the litigation, including any present or former
17 employee thereof to whom it is necessary that the material be shown for purposes of this
18 litigation, but only if such person is not involved, directly or indirectly, in Patenting (for example,
19 an inventor for any party of any method, apparatus or other invention that is or could be the
20 subject of a patent);

21 (g) Mock Jurors or Focus Group Members engaged by a jury consultant in
22 preparation for trial, provided that:

23 (i) No such persons are officers, directors, or employees of any of the
24 parties to this action or of any direct competitors of the parties;

25 (ii) That any such persons shall first agree in writing to be bound by
26 this Protective Order (by signing the nondisclosure agreement attached hereto as Exhibit B or
27 other Certification with equivalent terms);
28

(iii) Such agreements be retained under the control of counsel until final termination of these actions; and

(iv) Upon final termination of these actions and at the written request of the person or entity designating or producing such disclosed information, all such executed agreements by mock jurors and focus group members to whom such materials have been disclosed shall be provided upon request to counsel of record for the person or entity that designated or produced such materials.

(h) Any other person as to whom the Designating Party first agrees in writing.

8. ***Disclosure of Information Designated Confidential – Outside Attorneys’ Eyes Only.*** Documents, materials, items, testimony or information designated Confidential – Outside Attorneys’ Eyes Only pursuant to this Protective Order, or copies or extracts therefrom, and compilations and summaries thereof, and the information therein, may be given, shown, made available to or communicated in any way only to the following persons, provided that (1) such persons are not Patent Protected Persons for the receiving party, and (2) such persons, during the pendency of this litigation and for two years after the conclusion thereof, including any appeals, do not participate in any Patenting: the persons described in paragraphs 7(a), 7(b), 7(c), 7(d), 7(e), 7(g) or 7(h).

9. ***Protections for Parties’ Source Code.*** All source code produced by a party to this suit pursuant to pretrial discovery shall be subject to the same restrictions as information designated as Highly Confidential – Outside Attorneys’ Eyes Only, provided that such party designates such source code as Highly Confidential – Outside Attorneys’ Eyes Only – Source Code. In addition, the following restrictions shall apply to source code designated by a party to this suit as Highly Confidential – Outside Attorneys’ Eyes Only – Source Code:

(a) A single electronic copy of source code or executable code shall be produced to the outside counsel of record for the receiving party. The produced electronic copy may be in an encrypted form and the producing party must provide the receiving party with specific decryption instructions and a decryption software application, if such application is necessary, for decoding the code.

1 (b) Except as provided in paragraph 9(d)(ii) below, such electronic copy may
2 only be installed on a single stand-alone non-networked desktop computer in such outside
3 counsel's offices and may not be removed from those offices except to the extent it may be
4 temporarily stored at the site where any deposition related to the information is being taken, the
5 courthouse, or any intermediate location reasonably necessary to transport the material to the site
6 of a deposition or the courthouse (*e.g.*, a hotel prior to the deposition). The received electronic
7 copy and all temporary copies must be stored in an encrypted form with such encryption protocol
8 designed to limit access to those persons designated under this Order.

9 (c) The stand-alone computer and any other computer with temporary copies
10 of the code shall be equipped with a password protection/lockout/screen saver function having a
11 "timeout" period of ten (10) minutes or less; the password for such function shall be known only
12 to those people who are allowed to have access to the code in accordance with this Order.

13 (d) Other than prescribed in this Protective Order, source code may not be
14 printed or copied without the agreement of the producing party or further order of the Court,
15 except:

16 (i) hard copies of a source code file or excerpts of a source code file
17 may be made to the extent necessary for the persons allowed access to "Highly Confidential –
18 Outside Attorneys' Eyes Only" information under paragraph 8, provided that material printed
19 from the source code production shall be marked "Highly Confidential – Outside Attorneys' Eyes
20 Only – Source Code";

21 (ii) one electronic copy may be made for, and held at the offices of,
22 each expert subject to the requirements of paragraphs 7 and 11 hereof, provided that any
23 electronic, magnetic or other machine-readable copy is protected by encryption. Such copies
24 shall be treated as set forth herein;

25 (iii) volatile copies necessarily made in the course of loading, accessing,
26 and analyzing the source code on the non-networked computer, may be made without prior
27 consent of the providing party.
28

(e) Under no circumstances may material designated “Highly Confidential – Outside Attorneys’ Eyes Only – Source Code” be transmitted electronically, *e.g.*, via modem, network or the Internet, by or at the direction of anyone including counsel or an expert or consultant for the receiving party.

10. ***Protests of Designation of Confidential Material.*** Protests of the designation of Confidential Material will occur only as follows:

(a) If a party believes that material bearing a Confidential Designation is not in fact the proper subject for such designation, or should be reclassified or revealed to an individual not otherwise authorized to have access to such material under the terms of this Order, then such party shall provide to the Designating Party written notice of this disagreement with the designation. The parties shall first try to resolve such dispute in good faith on an informal basis.

(b) If the parties are unable to resolve their dispute, then the party challenging the designation may request appropriate relief from the Court. It shall be the burden of the Designating Party to establish that the contested material is confidential. In any event, unless and until a Court ruling is obtained changing a designation, or the parties agree otherwise, the material involved shall be treated according to its designation.

11. ***Procedure for Qualifying Independent Experts and Consultants.*** In order for an independent expert or consultant to be permitted access to materials bearing a Confidential Designation the counsel of the party employing the expert or consultant must notify in writing the Designating Party or parties, at least ten (10) business days before allowing such access (or such shorter period to which the Designating Party agrees in writing). The identification of an expert or consultant pursuant to this Order shall not be construed as the identification of an expert trial witness under Federal Rule 26(a)(2), and shall not constitute a waiver of attorney work-product protection or the attorney-client privilege.

(a) ***Contents of the Written Notification:*** Such written notice shall include the following: (1) The name of the expert or consultant; (2) The present employer and title of the expert or consultant; (3) a copy of a Certification (attached hereto as Exhibit A) signed by the expert or consultant that states that the expert or consultant has read and understood the terms of

1 this Order and agrees to be bound by its terms; (4) a current *curriculum vitae* that lists all
2 employers and clients to whom the expert or consultant has provided services in the past five (5)
3 years, cases in which the expert or consultant has testified as an expert at trial or by deposition in
4 litigation relating to semiconductor technology at any time, and all cases in which the expert or
5 consultant has testified as an expert at trial or by deposition within the past five (5) years.

6 (b) *Objections by Disclosing Parties:* Before the ten (10) business day period
7 from the receipt of the written notification has expired, a Designating Party may object in writing
8 to the disclosure of materials bearing a Confidential Designation to the expert or consultant in
9 question. Should a Designating Party so object, no material bearing a Confidential Designation
10 that is the subject of the Designating Party's objection shall be disclosed to the expert or
11 consultant in question until the objection has been resolved by the parties or by the Court.

12 12. *Use of Confidential Material by Designating Party.* Nothing in this Protective
13 Order limits a party's ability to show materials which that party has designated with a
14 Confidential Designation to whomever the Designating Party may deem appropriate. Further,
15 nothing in this Protective Order limits a party's ability to show materials designated by another
16 party with a Confidential Designation to that Designating Party, including any present officer,
17 director, employee, or representative thereof.

18 13. *Jurisdiction.* Each person receiving Confidential Material under the terms of this
19 Protective Order hereby agrees to subject himself or herself to the jurisdiction of this Court for
20 purposes of any proceedings relating to the performance under, compliance with, or violation of
21 this Protective Order.

22 14. *Protecting Confidential Materials.* Each person who receives any Confidential
23 Material shall exercise due and proper care, in connection with the storage, custody, use, and
24 dissemination of such material, to avoid any intentional or inadvertent disclosure to persons to
25 whom disclosure is not permitted under this Protective Order.

26 15. *Confidential Materials to Be Filed Under Seal.* Any Confidential Material
27 designated with a Confidential Designation that is to be filed with a Court in connection with any
28 proceedings herein, shall be filed with the clerk of the Court in accordance with the Court's then

1 subsisting procedures therefor. Unless proscribed, the heading, case caption, case number, and
 2 document title must be prominently marked on the front of a sealed envelope with the
 3 Confidential Material in addition to the following legend:

4 **CONFIDENTIAL – FILED UNDER SEAL**

5 **SUBJECT TO A PROTECTIVE ORDER**

6 16. ***Information Protected by Privilege, Work Product, or Other Doctrine.*** The
 7 inadvertent production of any document or other materials or information which the producing
 8 party contends is subject to the attorney-client privilege, work-product protection, or any other
 9 privilege or protection against discovery shall not necessarily be deemed a waiver in whole or in
 10 part of the claim of privilege or protection, either as to the specific document or the information
 11 disclosed or as to any other document or information relating thereto. Within a reasonable time
 12 after the discovery of the inadvertent production, the producing party shall give notice to the
 13 receiving party that privileged documents or information have been inadvertently produced or
 14 disclosed and request the return of such documents. Any document or portion of transcript,
 15 including all copies thereof, constituting or containing information as to which notice of
 16 inadvertent production is given shall be returned to the producing party within fifteen (15) days of
 17 such demand. If the receiving party objects to the claim of privilege, the claim of inadvertent
 18 production and/or the reasonableness of the notice given, the receiving party and the producing
 19 party shall attempt to resolve the dispute. If the dispute is not resolved, the receiving party may
 20 move the Court to compel the re-production of the document(s) at issue. From the time of the
 21 producing party's notification of inadvertent production, any documents or information as to
 22 which notice is given shall be deemed and treated as privileged and shall not be used for any
 23 purpose until the Court enters an order ruling otherwise, or until the receiving party and the
 24 producing party otherwise agree.

25 17. ***Conclusion of Litigation.*** All provisions of this Protective Order restricting the
 26 communication or use of Confidential Material shall continue to be binding after the conclusion
 27 of this action, unless otherwise agreed in writing by all the parties or ordered by the Court. Upon
 28 conclusion of the litigation, including the running of any time to appeal or to move for relief

1 under Fed. R. Civ. P. 60(B)(1)-(3), a party in possession of Confidential Material, other than that
2 which is contained in pleadings, correspondence, attorney files, and deposition transcripts, shall
3 either (a) return such documents, no later than 30 days after conclusion of this action, to counsel
4 for the party or non-party who provided such information, or, upon consent of the Designating
5 Party, (b) destroy the documents within that time period and certify in writing within that time
6 period that the documents have been destroyed.

7 18. ***Use of Confidential Material During Court Proceedings.*** If any Confidential
8 Material is used in any Court pretrial proceeding in this litigation (including, but not limited to,
9 conferences, oral arguments, and hearings), the Confidential Material shall not lose its status as
10 Confidential Material through such use. The parties shall take all steps reasonably necessary to
11 protect the confidentiality of the Confidential Material during any such use, including, but not
12 limited to, requesting *in camera* proceedings. The terms of this Protective Order do not preclude,
13 limit, restrict, or otherwise apply to the use of documents at trial. The parties agree to meet and
14 confer in good faith prior to trial to establish procedures for the use of Confidential Material at
15 trial.

16 19. ***Improper Disclosure of Confidential Materials.*** If any Confidential Material is
17 disclosed to any person to whom such disclosure is not authorized by this Protective Order, or
18 other than in a manner authorized by this Protective Order, the party responsible for the
19 disclosure shall, upon discovery of the disclosure, immediately inform the Designating Party of
20 all facts pertinent to the disclosure that, after due diligence and prompt investigation, are known
21 to the party responsible for the disclosure (including the name, address, telephone number, and
22 employer of the person to whom the disclosure was made), shall immediately take all reasonable
23 efforts to prevent further disclosure by each unauthorized person who received such information,
24 and shall immediately require each unauthorized person to return all Confidential Material that
25 was improperly disclosed to that person, all copies made of the improperly disclosed Confidential
26 Material, and all documents containing excerpts from or references to the improperly disclosed
27 Confidential Material.
28

20. **No Admissions.** Compliance with this Protective Order in no way constitutes an admission by any party that any information designated pursuant to this Protective Order is or is not proprietary, confidential, or a trade secret.

21. **Modification of Protective Order.** Each party reserves the right to request that the Court modify the terms of this Protective Order in the event that the party believes that a modification is necessary. If such an application is made, all signatories of copies of the Certification, as well as persons described herein, shall remain bound by this Protective Order unless and until it is modified by the Court.

SO STIPULATED:

DATED: May 25, 2007

SILICON IMAGE, INC.

ANALOGIX SEMICONDUCTOR, INC.

By /s/J. David Hadden
J. David Hadden

By /s/Luann L Simmons
Luann L. Simmons

J. DAVID HADDEN (CSB No. 176148)
dhadden@fenwick.com
SAINA S. SHAMILOV (CSB No. 215636)
sshamilov@fenwick.com
RYAN A. TYZ (CSB No. 234895)
rtyz@fenwick.com
FENWICK & WEST LLP
Silicon Valley Center,
801 California Street
Mountain View, CA 94041
Telephone: (650) 988-8500
Facsimile: (650) 938-5200

DARIN W. SNYDER (CSB No. 136003)
dsnyder@omm.com
RYAN J. PADDEN (CSB No. 204515)
rpadden@omm.com
LUANN L. SIMMONS (CSB No. 203526)
lsimmons@omm.com
O'MELVENY & MYERS LLP
Embarcadero Center West
275 Battery Street
San Francisco, CA 94111-3305
Telephone: (415) 984-8700
Facsimile: (415) 984-8701

JEDEDIAH WAKEFIELD (CSB No. 178058)
jwakefield@fenwick.com
DAVID D. SCHUMANN (CSB No. 223936)
dschumann@fenwick.com
FENWICK & WEST LLP
555 California Street, Suite 1200
San Francisco, CA 94104
Telephone: (415) 875-2300
Facsimile: (415) 281-1350

IT IS SO ORDERED.

Dated: May 29, 2007

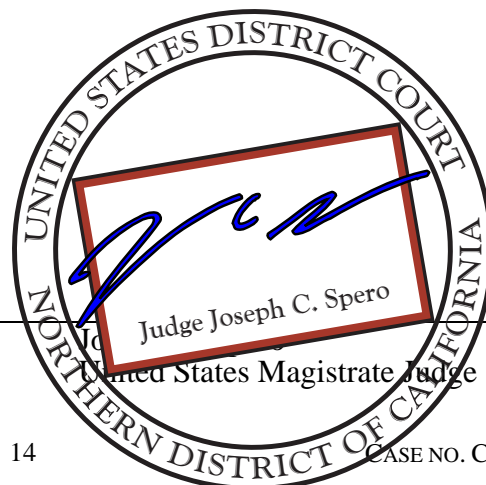


EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SILICON IMAGE, INC., a Delaware
corporation,

Plaintiff,

v.

ANALOGIX SEMICONDUCTOR, INC.,
a Delaware corporation,

Defendant.

Case No. C 07-00635 JCS

CONSENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER

I, the undersigned, hereby acknowledge that I have read the Stipulated Protective Order in this case, understand its terms, agree to be bound by them, and consent to the jurisdiction of the United States District Court for the Northern District of California to enforce them.

I acknowledge that I will treat any Confidential Material I receive in this action strictly according to the terms of the Protective Order, and I understand that any unauthorized use of the Confidential Material I receive constitutes contempt of court.

Dated: _____

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SILICON IMAGE, INC., a Delaware
corporation,

Plaintiff,

v.

ANALOGIX SEMICONDUCTOR, INC.,
a Delaware corporation,

Defendant.

Case No. C 07-00635 JCS

NONDISCLOSURE AGREEMENT
(FOR UNDERTAKING BY MOCK JURORS OR FOCUS GROUP MEMBERS)

I hereby acknowledge that in the course of my activities in this case, I may receive confidential research, development, commercial, financial, marketing, or technical information; that such information is normally kept secret from the public at large, from the parties' competitors, and even from many or most employees of the party that owns that information; and that the disclosure of such information would likely harm the competitive position of the party that owns that information.

I hereby agree that any unauthorized use or disclosure of the Confidential Material I receive constitutes contempt of court, and shall be punishable as such; that I will exercise due and proper care in connection with the storage, custody, and use of such material; and that, at the conclusion of my activities in this case, I will promptly return all information that I have received from any party to this case or their attorney.

I hereby consent to the jurisdiction of the United States District Court for the Northern District of California to enforce this Agreement.

Dated: _____

DECLARATION PURSUANT TO GENERAL ORDER 45, § X.B

I, J. David Hadden, hereby declare pursuant to General Order 45, § X.B, that I have obtained the concurrence in the filing of this document from the other signatory listed above.

I declare under penalty of perjury that the foregoing declaration is true and correct.

Executed May 25, 2007 at Mountain View, California.

FENWICK & WEST LLP

By: /s/J. David Hadden

J. David Hadden

J. DAVID HADDEN (CSB No. 176148)
dhadden@fenwick.com
SAINA S. SHAMILOV (CSB No. 215636)
sshamilov@fenwick.com
RYAN A. TYZ (CSB No. 234895)
rtyz@fenwick.com
FENWICK & WEST LLP
Silicon Valley Center, 801 California Street
Mountain View, CA 94041
Telephone: (650) 988-8500
Facsimile: (650) 938-5200

JEDEDIAH WAKEFIELD (CSB No. 178058)
jwakefield@fenwick.com
DAVID D. SCHUMANN (CSB No. 223936)
dschumann@fenwick.com
FENWICK & WEST LLP
555 California Street, Suite 1200
San Francisco, CA 94104
Telephone: (415) 875-2300
Facsimile: (415) 281-1350

Attorneys for Plaintiff
SILICON IMAGE, INC.